

REMARKS/ARGUMENTS

I. Formal Matters

Claims 1, 4-19 are currently pending in this application.

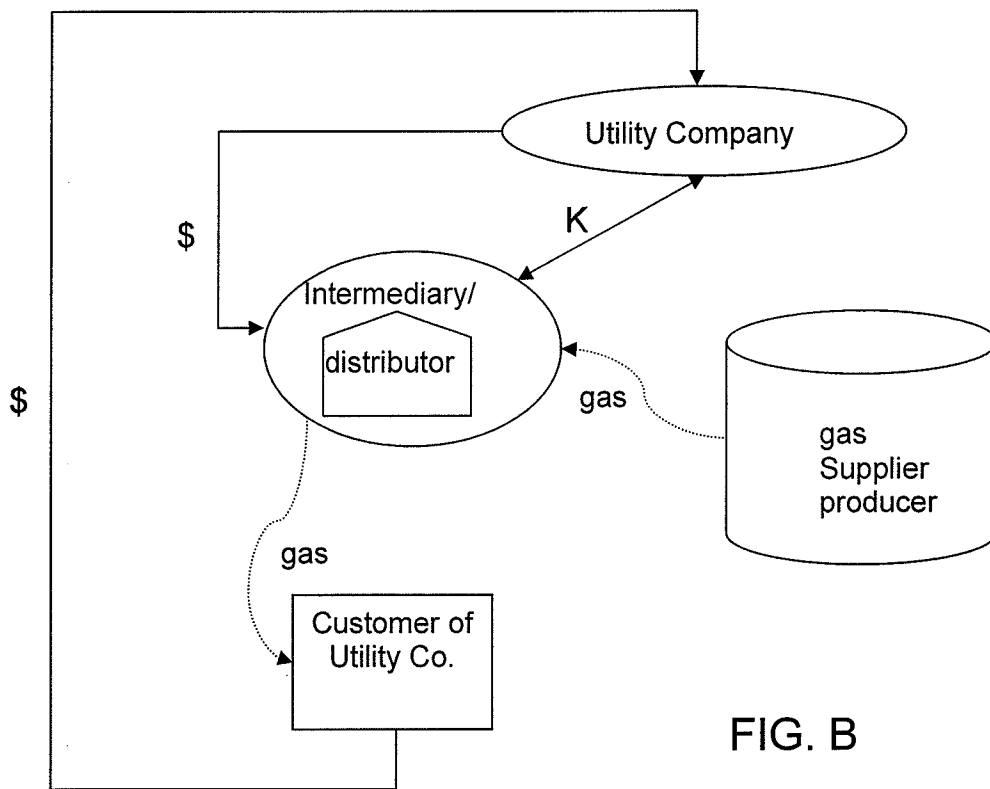
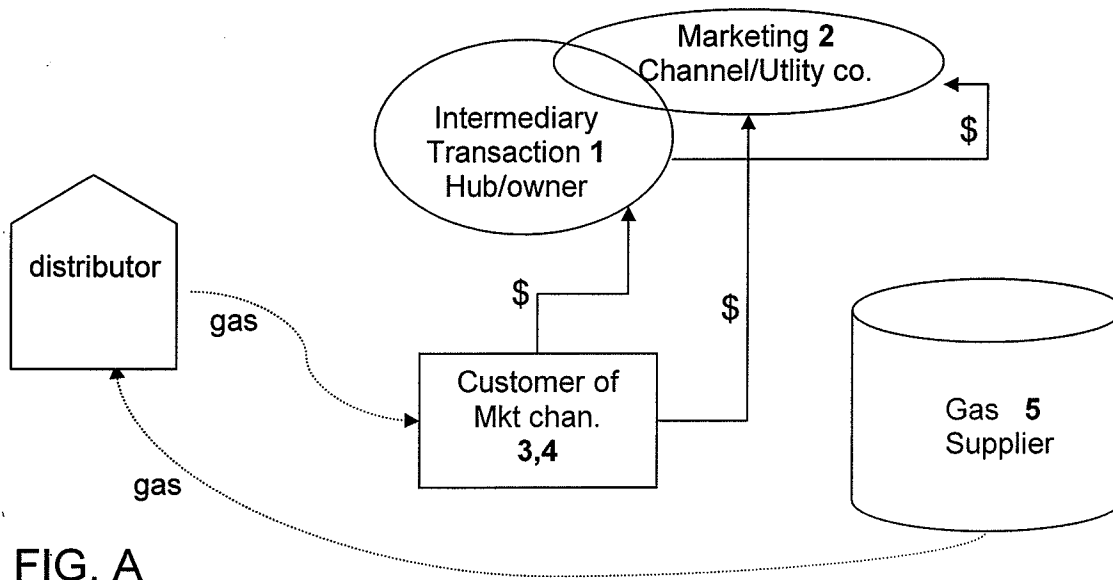
II. Claims

Claims 1, 4-6, 9-10, and 14-19 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Chandra et al. (U.S. Patent Application Publication No. 2001/0032197) in view of Johnson et al. (U.S. Patent No. 6,598,029), Collins (U.S. Patent No. 3,661,542), Chichilinsky (WO 00/08567) and Shao et al. (U.S. Patent No. 7,191,150).

Chandra teaches, "The goal of transaction hub 1 is to facilitate energy procurement, billing, and service transactions among multiple business entities that potentially operate drastically **different IT systems**. The **data normalization** accomplished . . . is key to the **transaction hub 1** architecture." ([0036]). In part, because the purpose of *Chandra's* teaching is to facilitate data exchange, he teaches a myriad of different transactions and players. However, *Chandra* fails to teach the invention taught and claimed by Applicant.

The Examiner is referred to the pictorial remarks, Figs. A and B, on the following page. *Chandra's* teachings are summarized on the top of the following page and are in contrast to the invention taught and claimed by Applicant (claim 1). Turning to *Chandra* at Fig. 1 and [0018], *Chandra* teaches, that the **Marketing Channel 2** is an entity marketing goods or services **to end customers**. The Marketing Channel 2 **may be a utility**. ([0018]). And the **Transaction Hub 1 may itself be a Marketing Channel 2**. Of course, if the Transaction Hub is itself the Marketing Channel/Utility Co, then the Transaction Hub 1 is not an Intermediary as taught and claimed by Applicant and as readily understood by one of ordinary skill in the art.

Turning to Customers 3, 4, as taught by *Chandra*, Customers may receive Market Channel goods, Hub Owner goods, or 3rd party goods. ([0018]) The only customer taught and claimed by applicant is the Utility Customer. *Therefore, only under the circumstance where the Marketing Channel 2 is a Utility and the Customer is supplied Utility Co. goods can Chandra's teachings apply to the claimed invention.*



Chandra teaches, "The process beings with enrollment 110 of a **Customer** in an interaction represented by transactions 13 and 14" (Between the Marketing Channel and a Customer) (Figs. 1 and 6; [0039]).

Claim 1 requires, "... negotiating ~~at least one of~~ the purchase, transport, and storage cost of said gas by ~~one of~~ said utility company and said intermediary entity." In contrast, *Chandra* teaches, "**Transaction hub 1** then **contracts** in step 140 **with suppliers** such as wholesale marketers 5 in transaction 15. The contract terms include delivery locations, quantities, prices, payment information, and other terms and conditions." ([0042]) As demonstrated above, the Marketing Channel 2 has the customers and can be a Utility Company, while the Transaction Hub 1, as taught by *Chandra*, must assume the role of the **Intermediary**. THEREIN, *Chandra* fails to teach or suggest a sales contract between the Hub (intermediary) and the Marketing Channel (Utility Co.) FURTHER, *Chandra* teaches, that the Hub calculates a detailed customer's invoice for product, delivery and the like, as well as an invoice **for its own services**, which are provided to the Marketing Channel 2 ([0047]). Regardless of whether the Customer submits payment to the Marketing Channel or the Hub 1, *Chandra* does not teach or suggest, "collecting payments by said intermediary entity (hub) from said utility company (marketing contract) for gas delivered to the utility company's customers *in accordance with a sales contract between said utility company and said intermediary entity*."

Secondary reference Johnson fails to compensate for this deficiency. Instead Johnson teaches, an auction service which stimulates competition across energy suppliers.

Secondary reference Collins fails to compensate for this deficiency. Instead Collins teaches, Apparatus and method for "peak shaving" storage of gas in a gas distribution system wherein the pressure varies from a maximum when demand is low to a minimum when demand is high.

Secondary reference Chichilinsky fails to compensate for this deficiency. Instead Chichilinsky teaches allocation of risk and bundling an insurance contract with a derivative security.

Secondary reference Shao fails to compensate for this deficiency. Instead Shao teaches, a predictive model, for example a neural network, evaluates individual debt holder

accounts and predicts the amount that will be collected on each account based on learned relationships among known variables.

Therefore, neither alone nor in combination do Chandra, Johnson, Collins, Chichilinsky, and Shao teach or suggest “collecting payments by said intermediary entity from said utility company for gas delivered to the utility company’s customers in accordance with a sales contract between said utility company and said intermediary entity.” At least for this deficiency the rejection of claim 1 as being unpatentable over Chandra in view of Johnson, Collins, Chichilinsky, and Shao under 35 U.S.C. § 103(a), should be withdrawn.

Claims 4-6, 9-10, and 14-19 are asserted as being patentable at least by virtue of their dependence upon an allowable claim.

Claims 11-13 are rejected under 35 U.S.C. § 103(a) over Chandra in view of Johnson, Collins, Chichilinsky, and Shao as applied to claims 1, 4-6, 9-10, and 14-17, and further in view of Mandler (U.S. Patent No. 5,732,400).

Claims 11-13 depend directly or indirectly from claim 1 and hence require each and every element of claim 1. As demonstrated above, the combination of Chandra, Johnson, Collins, Chichilinsky, and Shao fail to teach or suggest, “collecting payments by said intermediary entity from said utility company for gas delivered to the utility company’s customers in accordance with a sales contract between said utility company and said intermediary entity.”

Secondary reference Mandler fails to compensate for this deficiency. Instead, Mandler teaches, a risk-based discount fee as a function of the buyer’s risk classification in order to establish a payment amount to the seller from the clearinghouse.

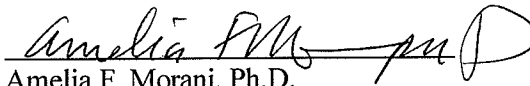
Therefore, neither alone nor in combination, do Chandra, Johnson, Collins, Chichilinsky, Shao, and Mandler teach or suggest, “collecting payments by said intermediary entity from said utility company for gas delivered to the utility company’s customers in accordance with a sales contract between said utility company and said intermediary entity.” At least for this deficiency the rejection of claims 11-13 as being unpatentable over Chandra in view of Johnson, Collins, Chichilinsky, Shao, as applied to claims 1, 4-6, 9-10, and 14-17, and further in view of and Mandler under 35 U.S.C. § 103(a), should be withdrawn.

Favorable reconsideration of this application, in light of the Remarks above, is respectfully requested.

Applicant hereby authorizes the Commissioner to charge any fees due but not submitted with this paper to Deposit Account No. 07-0153. If any issues remain that the Examiner feels could be addressed by telephone, the Examiner is respectfully requested to call Applicant's Attorney at the number provided below.

Respectfully submitted,

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